

2016-2017 On-Campus Housing Contract

Introduction

The *Contract for On-Campus Housing*, which is called the “*Contract*”, is an agreement between Mary Baldwin College/University Residence Life, which is called the “College/University,” and the student whose name appears on the *Contract Acceptance Form*, who is called the “*Student*.”

The term “*Residence Hall*” as used in this document describes all College/University owned residential facilities such as residence halls, houses, and apartments.

The contract represents an academic year obligation beginning the first day the residence halls open in the fall and ending when the residence halls close after May Term/Commencement as published in the calendar on the Residence Life web page, and includes any break times and other periods of extension. The Contract may be extended for subsequent years the student is enrolled at the College/University. This is accomplished by the student’s participation in the annual Housing Selection Process where the student is asked to sign a new Contract Acceptance Form.

The Student is responsible for carefully reviewing all information including the terms and conditions of the Contract before signing the Contract Acceptance Form. Additionally, the Student acknowledges review of all housing policies and procedures listed on the Mary Baldwin College/University website, including but not limited to the Administrative Policies and Procedures and the Judicial and Honor Codes as they pertain to the residential living environment.

The student understands that this Contract is for a space in the residence halls and not for a specific room or building.

Eligibility and Priority

Campus housing is available to all undergraduate students who are registered as a full-time student, defined as registered for at least twelve (12) semester credit hours. Students who drop below full-time status during the term of the contract and wish to remain in campus housing must submit a request in writing to the Office of Student Life which is subject to approval.

Students currently enrolled at Mary Baldwin are provided priority to return to campus housing for the upcoming contract period by participating in the Housing Selection Process. Prior to the selection process, a certain number of rooms/spaces will be reserved for incoming first year and transfer students and those spaces will not be available to returning students. Returning students who do not participate in the Housing Selection Process will be assigned rooms after incoming first year students are placed if there is space available and are subject to a late housing fee if the request for housing is submitted after June 1st.

Students are eligible to be housed in on campus facilities through the age of 25.

General Terms and Conditions

Assignments

The room assigned to the student by the Office of Residence Life will be used by the student solely for residential and educational purposes while enrolled at the College/University.

The College/University reserves the right to make room assignments, to authorize or deny room or roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall to another.

It is the policy of the College/University to assign roommates without regard to race, color, national origin, religion, age, sexual orientation, or disability.

Consolidation of Open Spaces

The College/University may consolidate rooms to full capacity when vacancies occur and may move students to another room when such consolidations become necessary. Students who have not contracted for a designated single room, do not have a roommate, and have been requested to consolidate may either select another roommate or change rooms. Any room change must be approved by the Office of Residence Life and must be completed within five days after notification to consolidate. If the consolidation has not occurred within this five-date period, the student may be relocated or will automatically be charged and required to pay the single room rate.

Double Room as a Single

In the event one of the occupants of a double room moves out, the remaining student has several options. The remaining student can request another particular student to move in the room. The new roommate and remaining one can initiate this by contacting the Office of Residence Life. If the remaining student does not have another roommate in mind, the Office of Residence Life can assign another student. In this option, the remaining roommate must maintain the room in an appropriate condition to accept another student and refrain from any inappropriate behavior that discourages the prospective roommate from accepting the assignment. If the remaining student does not wish to have a roommate, the student may request retention of the room as a single accommodation at the prevailing single rate as space is available and upon approval by the Office of Residence Life. The additional fee is applied for the remainder of the contract period and is prorated. If the remaining student does not accept another roommate or wish to guarantee the room as a single, the remaining student will be consolidated.

Single Rooms

The College/University offers a limited number of designated single rooms. Single rooms are reserved and assigned first to those students with a documented need. Should the number of designated single rooms exceed the number of students with need, said rooms will be offered in the Housing Selection Process to the general student population. A student assigned to a single room agrees to pay the single room fee charged to the student account.

Room Change

The College/University is charged with keeping accurate records of student room assignments. If a change is desired, a request is submitted to the Office of Residence Life by the student. Approval is given by the Office of Residence Life once the student(s) submit the Room Change Form and completes the steps of the room change process as outlined.

Room Condition

Upon check-in, the student is issued a Room Condition Report prepared by the Physical Plant Office. The report details the condition of the room. The room will once again be inspected upon check-out by the Physical Plant Office and any changes not attributed to normal wear and tear will be assessed as damages and charged to the occupants of the room and assessed to the student account.

Alterations

No alterations or repairs may be made to the assigned room, its furnishings or equipment without express written consent of the Offices of Residence Life and Physical Plant.

Room Furnishings

The student is individually responsible for the proper care of the room and its furnishings and equipment, and is jointly responsible with other students in the suite, floor, or residential facility for the proper care of common areas, furnishings and equipment. All College/University furniture must remain in the room. Charges for missing or damaged furniture will be shared by each occupant of the room and assessed to the student account.

Damages - Individual

Charges will be assessed for students who are responsible for damage to a room or public area throughout the term of the Contract. Residents may be billed directly for repairs, cleaning, furniture replacement, lost or non-returned keys, or other College/University owned furniture or equipment. Damage assessments are conducted by the Physical Plant Office and applied to the student account.

Damages – Group

In public areas of the residence halls, including but not limited to lounges, hallways, kitchens, elevators and bathrooms, the replacement or repair costs for damages are assessed to an individual when responsibility can be determined. However, when individual responsibility for damages cannot be determined, the residents of a floor, suite, wing or entire hall are collectively responsible for repair or replacement costs. Damage assessments are conducted by the Physical Plant Office and applied to the student account.

Abandoned Property

Any personal property left in the residence hall after a student leaves the College/University, will be considered abandoned. Notice will be sent to the student that the College/University will dispose of the items if not claimed within a specified amount of time. Should the items not be claimed by the time specified, the items will be disposed of by the College/University. Fees may be applied for the removal and/or storage of abandoned personal property.

Residence Hall Opening and Closing Dates

Residential facilities will open and close at specific dates and times as published in the operational calendar on the Residence Life web site. Students are not permitted to stay in the residence halls during Thanksgiving or Winter Breaks unless they have applied for and are approved for Break Housing. Students are permitted to remain in the residence halls during Spring Break only with permission from the Office of Residence Life. Students must vacate the residence halls by the specified times and may not return until the halls officially reopen. Students must vacate their rooms within 24 hours of their last exam. Graduating seniors have until 4pm to vacate the halls on the day of Commencement.

Break Housing

During Thanksgiving, Winter Break, and during the period between May Term and Commencement the College/University will offer break housing accommodations on a first come, first served basis. Students must apply for break housing and agree to comply with break housing rules and regulations. Students who

are approved for break housing agree to pay the daily break housing rate. The daily rate is applied equally each day regardless if the student stays one hour or up to twenty four hours per day. The daily rate is not pro-rated. The daily rate will also be applied to those students who need a late departure or early arrival on the scheduled day/time for residence halls openings and/or closings.

The Break Housing daily rate will not be assessed to those students who must remain on campus during break periods due to a College/University sponsored required event – i.e. athletic events, etc.

Commercial Enterprise

Personal business enterprises shall not be conducted in or from the College/University residential facilities, including Internet related business operations.

College/University Liability

The College/University does not assume any obligation or liability for loss or damage to items of personal property which may occur in its building or on its grounds, prior to, during or subsequent to the terms of this Contract. Students are urged to purchase renter's insurance for protection against loss or property damage.

Guests

Only the assigned students are legal occupants of the room. All others are considered guests and must comply with all campus regulations. Students are responsible for the behavior of their guests.

Leave of Absence or Withdraw

Students taking a leave of absence or withdrawing from the College/University are required to check out of the residence halls within 24 hours of their last day of classes.

Use of Room Spaces

The College/University reserves the right to use all room spaces as necessary. It is the responsibility of the student to notify the Office of Student Life if she is not returning to the College/University. When the vacancy occurs, the College/University may assign a new occupant.

Room Entry

The College/University respects the privacy of the student but does reserve the right to enter resident rooms when deemed necessary. Reasons include but are not limited to the following: completion of work requested or the repair and/or maintenance of the facility, fire protection, sanitation, to take inventory, for scheduled health or safety inspections, to manage the rooms in the event of an emergency, when there is reason to believe the occupants of the room are in serious physical or psychological distress, or for any other purpose in accordance with applicable law of College/University policy. The student is not required to be present at the time of entry.

Smoking

All residential facilities (individual rooms and public areas) are smoke free. Students may smoke on the Mary Baldwin campus in designated smoking areas only.

Medical Needs Accommodation

The College/University seeks to provide special housing accommodations for students with medical needs where possible. A student must submit a request for accommodation in writing. A request consists of completing the Medical Needs Accommodation form and providing accompanying documentation provided by a physician and/or licensed mental health care provider. Requests must be received by the deadline published by the Office of Residence Life. Requests are reviewed on a case by case basis and

evaluated in conjunction with the MBC Health Center professionals. A student must annually resubmit a request and provide updated documentation.

Assignments for medical needs are made on a first come, first served basis. Assignments are made based on meeting the documented need and not on the basis of meeting a request by the student for a particular room or building.

Housing Deposit

Returning students must pay a non-refundable advance deposit and clear their student account of any assessed charges in order to participate in the Housing Selection Process.

Termination of Housing Contract

The student may terminate the contract by notifying the College/University of their intent in writing and vacating the room within 24 hours of notification. Students wishing to move-off campus must notify the Office of Residence Life by submitting an Off Campus Housing Form. Students requesting a Leave of Absence and or Withdraw from the College/University must also notify the Office of Student Life and complete the appropriate paperwork.

The College/University reserves the right to terminate the housing contract of a student if the student's behavior is disruptive to the residential environment or if the student is a threat to self or others. Specific examples of this include but are not limited to the following.

- A student whose behavior necessitates unusual measures to monitor, treat, protect, or restrain. Such behaviors may include but are not limited to threats of suicide, self mutilation, violence, or injury resulting in serious limitations on self-care.
- A student whose behavior is severely disruptive to others, including behavior that causes emotional, psychological, or physical distress to fellow students or staff substantially above that normally experience in daily life. Disruption may be in the form of a single incident or somewhat less severe but persistent disruption over a more extended period.
- A student who refuses or is unable to cooperate with recommended assessment and/or treatment and whose behavior or physical condition suggests a disorder, such as an eating disorder, which is likely to deteriorate to the point of permanent disability, disfigurement, impairment, or dysfunction without such assessment or treatment. Where standard assessment is impossible because of the student's resistance, indirect behavioral observations will constitute the basis for judgment.
- A student whose physical or psychological disorder is such as to require highly specialized services beyond those available locally and whose condition will deteriorate without additional resources.

The College/University reserves the right to apply a cancellation fee to the account of any student who terminates the housing contract before the end of the contract period.

Standards of Conduct

Students enrolled at the College/University and living in the residential facilities agree to abide by the rules, regulations, and standards set forth by the College/University. Prohibited conduct for which a student is subject to disciplinary action is defined as, but not limited to the following.

- Noncompliance with the laws of the Commonwealth of Virginia regarding the possession and consumption of alcohol.
- Noncompliance with the federal laws that prohibited the use, possession, or distribution of illegal drugs or drug paraphernalia.
- Smoking in hallways or other public areas of residence halls or individual rooms.

- Tampering with fire and safety equipment.
- Stealing, attempting to steal, or assisting in theft of any College/University owned property or the property of any other student, staff, faculty, or visitor.
- Possessing or displaying any type of gun, knife, or other edged-weapon that could potentially harm a person.
- Throwing or displaying any type of projectile that has the potential to deface College/University property or to harm or disrupt another person.
- Any form of verbal or written abuse, such as intimidation, coercion, bullying, and harassment, which beyond a reasonable opinion is likely to cause another person in the community harm or discomfort.
- Assaulting, striking, or in any other way threatening or causing harm to another member of the Mary Baldwin community.
- Destroying or vandalizing the property in the care of or belonging to the College/University or to a member of the Mary Baldwin community or to a campus visitor.
- Engaging in any indecent or obscene conduct on College/University property.
- Disrupting and disregarding quiet hours.

Health and Safety Standards

Each resident is required to maintain the residence hall room in an acceptable, safe, sanitary condition. To ensure that rooms meet standards, the staff from the Residence Life and Physical Plant will conduct routine room inspections. Prohibited conduct for which a student is subject to disciplinary action is defined as, but not limited to the following.

- Possession any item from the Prohibited Items List.
- Standing, sitting, or hanging on the roof, ledge, or out of a window of a residence hall or other campus building.
- Deliberately removing the screens from any residence hall window.
- Failing to dispose of trash in the designated areas in or around the residence halls.
- Housing pets, with the exception of fish, in the residence halls.
- Failure to maintain a general level of cleanliness in the residence hall as determined by a College/University official.

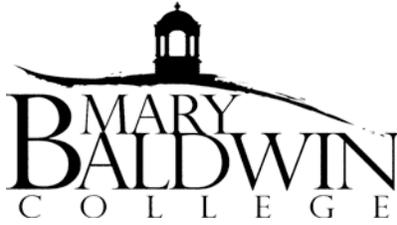
Fire Safety Regulations

Each resident is required to follow fire safety guidelines in order to minimize the risk of unintentional fires in the residence halls. Prohibited conduct for which a student is subject to disciplinary action is defined as, but not limited to the following.

- Possession or use of candles, open-flame lamps, incense, potpourri pots and burner, and the like.
- Possession or use of hot plates, toaster ovens, space heaters, electric/oil fryers, gas or propane cooking equipment, George Foreman grills, or similar devices.
- Possession or use of a hookah or other communal smoking device.
- Possession or use of Hoverboards or similar devices.
- Using microwaves, water cooler, or refrigerators larger than 4-cubic feet in capacity.
- Failing to exit the building during a fire alarm.
- Tampering with smoke detectors, fire alarms, or fire-fighting equipment.

Prohibited Items

- Candles, open-flame lamps, incense, potpourri pots and burners, and the like
- Hot plates, toaster ovens, space heaters, electric/oil fryers, gas or propane cooking equipments, George Foreman grills, or similar devices.
- Hookahs
- Hoverboards
- Microwave Ovens
- Water Coolers
- Refrigerators larger than a 4 cubic feet capacity
- Drones



2016 – 2017

On Campus Housing Contract Acceptance Form

Name of Student (please print) _____

MBC ID # _____

I agree to the terms as stated in the 2016 – 2017 On-Campus Housing Contract. Additionally I agree to abide by all housing policies and procedures as outlined in the Mary Baldwin College/University website, including but not limited to the Administrative Policies and Procedures and the Judicial and Honor Codes as they pertain to the residential living environment.

I further acknowledge the following housing fees.

\$500 Housing Contract Cancellation Fee

\$175/semester or \$350/year House Fee to live in King or WTA

\$750/semester or \$1500/year Single Room Fee

\$250 Pet Cleaning Fee

\$30/Day Break Housing Fee or Early Arrival/Departure Fee

Signature of Student _____

Date _____

Signature of Parent or Guardian if Student is Under the Age of 18

Signature _____ Relationship to Student _____

Date _____